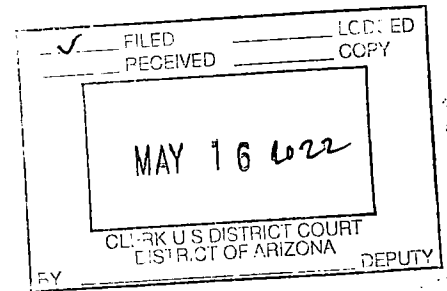


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3 District of Arizona  
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11 Attorneys for Plaintiff



12 IN THE UNITED STATES DISTRICT COURT  
13 FOR THE DISTRICT OF ARIZONA

CR22-1040-RM-EJM

14 United States of America,  
15  
16 Plaintiff,

22-mj-01569-EJM

17 vs.

PLEA AGREEMENT

18 Adolfo Aburto-Gonzalez,  
19  
20 Defendant.

21 The United States of America and the defendant agree to the following disposition  
22 of this matter:

23 **PLEA**

24 1. The defendant agrees to plead guilty to an Information, which charges the  
25 defendant with a violation of Title 18 U.S.C. § 2252(a)(2) and (b)(1), Transportation of  
26 Child Pornography.

27 **Maximum Penalties**

28 2. The defendant understands that a violation of Title 18, United States Code,  
Sections 2252(a)(2) and (b)(1) is punishable by a maximum term of 20 years imprisonment,  
as well as a maximum fine of \$250,000, and a term of lifetime supervised release under §§  
5D1.1 and .2 of the Sentencing Guidelines and Title 1, Section 101 of the PROTECT Act.

3. The defendant agrees to pay a fine unless the defendant establishes the  
applicability of the exceptions contained in § 5E1.2(e) of the Sentencing Guidelines.

1           4. Pursuant to 18 U.S.C. § 3013, the defendant shall pay a special assessment  
2 of \$100.00 per felony count. The special assessment is due and payable at the time the  
3 defendant enters the plea of guilty, but in no event shall be paid later than the time of  
4 sentencing unless the defendant is indigent. If the defendant is indigent, the special  
5 assessment will be collected according to the provisions of Chapters 227 and 229 of Title  
6 18, United States Code.

7           5. Pursuant to 18 U.S.C. §3014 (a)(3), the Court is required to impose an  
8 additional mandatory special assessment of \$5000 for each count of conviction on any  
9 person convicted of an offense under Chapter 110 (Sexual Exploitation and Other Abuse  
10 of Children), unless the defendant is indigent.

11           6. The government reserves the right to revoke this agreement if, prior to the  
12 sentencing in this matter, the government discovers evidence of the defendant's  
13 commission of any child sexual abuse crimes or violent felonies other than those known at  
14 the time this offer is entered, as detailed in the pre-trial services report and disclosure in  
15 this matter. Further, this plea agreement pertains only to the specific criminal activity that  
16 is charged and detailed in the Information in this matter and does not preclude a further  
17 federal or state prosecution of the defendant for any additional criminal activity which may  
18 be discovered in any further or future investigation, including but not limited to federal or  
19 state criminal charges for any other federal or state criminal charges relating to sexual abuse  
20 or exploitation of a minor. However, as part of this agreement, the United States agrees  
21 not to charge the defendant with any other known offenses arising out of Aburto-  
22 Gonzalez's entry from Mexico into the United States on March 13 and 14, 2022, including  
23 charges pertaining to production of child pornography and sex trafficking of a minor which  
24 took place prior to that day, provided the basis for the offenses has been documented in  
25 investigative reports in this matter dated prior to this date.

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1 United States a wage assignment, liquidate assets, or complete any other tasks which will  
2 result in immediate payment in full, or payment in the shortest time in which full payment  
3 can be reasonably made as required under 18 U.S.C. § 3572(d). The defendant understands  
4 that the special assessment will be included in the Court's Order of Judgment.

5 **Agreements Regarding Restitution**

6 10. Pursuant to 18 U.S.C. §§ 2259 and 3663, Defendant agrees to the entry of a  
7 Restitution Order in the amount of \$5,000.00 for the minor victim who was identified in  
8 sexually explicit videos and images produced and transported by the defendant, as set forth  
9 in the factual basis of this agreement. Defendant further agrees that he will not seek the  
10 discharge of any restitution obligation, in whole or in part, in any present or future  
11 bankruptcy proceeding. Defendant further agrees to grant the United States a wage  
12 assignment, liquidate assets, or complete any other tasks which will result in immediate  
13 payment in full, or payment in the shortest time in which full payment can be reasonably  
14 made as required under 18 U.S.C. § 3572(d). The defendant understands that such  
15 restitution will be included in the Court's Order of Judgment and that an unanticipated  
16 restitution amount will not serve as grounds to withdraw the defendant's guilty plea or to  
17 withdraw from this plea agreement.

18 11. The defendant understands that if the defendant violates any of the conditions  
19 of the defendant's supervised release, the supervised release may be revoked. Upon such  
20 revocation, notwithstanding any other provision of this agreement, the defendant may be  
21 required to serve a term of imprisonment or the defendant's sentence may otherwise be  
22 altered.

23 12. The defendant understands and agrees to cooperate fully with the United  
24 States Probation Office in providing (a) all criminal history information, i.e., all criminal  
25 convictions as defined under the Sentencing Guidelines; (b) all financial information, i.e.,  
26 present financial assets or liabilities that relate to the ability of the defendant to pay a fine  
27 or restitution; (c) all history of drug abuse which would warrant a treatment condition as  
28

1 part of sentencing; and (d) all history of mental illness or conditions which would warrant  
2 a treatment condition as part of sentencing.

3 13. If the Court, after reviewing this plea agreement, concludes any provision is  
4 inappropriate, it may reject the plea agreement pursuant to Fed. R. Crim. P. 11(c)(5), giving  
5 the defendant, in accordance with Fed. R. Crim. P. 11(d)(2)(A), an opportunity to withdraw  
6 his guilty plea.

7 14. The defendant and the government agree that this agreement does not in any  
8 manner restrict the actions of the government in any other district or bind any other United  
9 States Attorney's Office.

#### 10 IMMIGRATION CONSEQUENCES OF PLEA

11 15. The defendant recognizes that pleading guilty may have consequences with  
12 respect to his/her immigration status if the defendant is a recently naturalized United States  
13 citizen or is not a citizen of the United States. Under federal law, a broad range of crimes  
14 are removable offenses, including the offense to which defendant is pleading guilty.  
15 Although there may be exceptions, the defendant understands that the defendant's guilty  
16 plea and conviction for this offense make it practically inevitable and a virtual certainty  
17 that the defendant will be removed or deported from the United States. The defendant  
18 agrees that he/she has discussed this eventuality with his/her attorney. The defendant  
19 nevertheless affirms that he/she wants to plead guilty regardless of any immigration  
20 consequences that this plea entails, even if the consequence is the defendant's automatic  
21 removal from the United States.  
22

#### 23 Conditions of Supervised Release

24 16. The government reserves the right to withdraw from the plea agreement if  
25 the sentence does not include **lifetime supervised release**, with terms and conditions that  
26 follow. Such conditions may include, but are not limited to, the following:  
27  
28

1           a.     The defendant consents to search of person and any property, vehicle,  
2 business, and residence to be conducted in a reasonable manner and at a reasonable time  
3 by, or at the direction, of the probation officer. This consent includes the search and seizure  
4 of all computers, cellphones, computer related devices, and the peripheral equipment, all  
5 data and/or images stored on hard disks and/or any other storage media whether installed  
6 within a device or removable and separate from the actual computer device. Upon  
7 reasonable suspicion concerning a violation of a condition of supervised release or  
8 unlawful conduct by the defendant by any probation officer in the lawful discharge of the  
9 officer's supervision functions, the above-mentioned searches can occur at any time and  
10 be accomplished by any law enforcement in coordination with a probation officer.

11           b.     The defendant shall participate in a program as approved by the United States  
12 Probation Office for the treatment and monitoring of sex offenders, including a requirement  
13 that he submit to risk assessment including physiological testing which may include but is  
14 not limited to the ABEL Arousal/Screen, and periodic polygraphs. The defendant shall  
15 contribute to the cost of treatment in an amount to be determined by the probation officer.  
16 Sex offender assessment and treatment is to be conducted by a therapist approved by the  
17 Probation Office, who will release all reports to the Supervising Officer.

18           c.     The defendant shall participate in a mental health program as directed by the  
19 probation officer, which may include inpatient treatment and taking prescribed medication  
20 (to include anti-psychotic medication if the requisite findings are made). The defendant  
21 shall contribute to the cost of treatment in an amount to be determined by the probation  
22 officer. Further, the Supervising Officer may disclose the Pre-Sentence Report and/or  
23 previous mental health evaluations and reports to the mental health provider. The mental  
24 health provider may provide information, excluding the Pre-Sentence Report, to state or  
25 local agencies for the purpose of defendant's rehabilitation.

26           d.     The defendant shall not possess any materials containing sexually explicit  
27 conduct as defined in 18 U.S.C. § 2256(2) or patronize any place whose primary function  
28 is to sell, rent, display, show or provide material depicting sexually explicit conduct in any

1 format. This includes use of the telephone for purposes of engaging in conversation  
2 concerning sexually explicit conduct and also prohibits the defendant from obtaining the  
3 services of a prostitute.

4 e. The defendant shall not have contact with any child under the age of 18  
5 without prior written permission of the probation officer and shall report immediately but  
6 not later than 8 hours to the Supervising Officer/Designee any unauthorized contact with  
7 any child. Contact includes, but is not limited to, phone calls, letters, electronic  
8 communications such as voicemails, texts and e-mails, or communication through a third  
9 party.

10 f. The defendant shall maintain an appropriate appearance at all times which  
11 includes the wearing of undergarments and appropriate outer clothing in places where  
12 others might be present, including the home.

13 g. The defendant shall not contact the victims or the victims' families, and the  
14 probation officer will verify compliance. The defendant also shall not enter the premises  
15 of any victim, loiter near where any victims reside or have direct or indirect contact with  
16 any victims of his crime, except under circumstances approved in advance and in writing  
17 by the probation officer. Defendant shall immediately report any such contact to the  
18 probation officer. This prohibition against contact with victims, direct or indirect, shall  
19 apply during the defendant's incarceration as well as during supervised release.

20 h. The victims and/or their parents or guardians may have access to information  
21 related to the defendant's custody, release, residence, and whereabouts throughout the  
22 defendant's period of supervision.

23 i. The defendant shall reside in a residence approved of in advance by the  
24 probation officer.

25 j. The defendant is restricted from engaging in any occupation, business,  
26 profession, or volunteer activity where he has potential to be alone with persons under the  
27 age of 18 without prior approval of the probation officer in writing. Further, the defendant  
28 shall not affiliate with, own, control or be employed in any capacity by any business whose

1 principal product is the production or selling of materials depicting or describing "sexually  
2 explicit conduct" as defined at 18 USC § 2256(2).

3 k. When volunteering for any activities, the defendant shall advise such  
4 organization of his conviction.

5 l. The defendant shall not frequent or loiter within one hundred feet of  
6 schoolyards, parks, public swimming pools, playgrounds, youth centers, video arcade  
7 facilities, or other places primarily used by children under the age of 18.

8 m. The defendant shall not date or socialize with anybody who has children  
9 under the age of 18 without prior permission of the probation officer, and shall notify the  
10 probation officer immediately of the name, date of birth and contact information for any  
11 individuals with whom he has an intimate and/or romantic and/or sexual and close  
12 emotional relationship.

13 n. The defendant shall not reside with any child under the age of 18 without  
14 prior written approval of the probation officer. Depending on the outcome of the  
15 psychosexual evaluation, the defendant may be allowed supervised visits with his own  
16 children.

17 o. The defendant shall not possess or use a computer or other internet-capable  
18 device, including a "smartphone," with access to the internet or any on-line computer  
19 service at any location (including place of employment, educational facility, or retail  
20 establishments) without the prior written approval of the probation officer. This includes  
21 any Internet Service provider, electronic bulletin board system, internet relay chat channel,  
22 VPN, instant messaging, newsgroup, usegroup, peer-to-peer file sharing program, any site-  
23 based e-mail which provides anonymity (e.g., Hotmail, Gmail, Yahoo email), or any other  
24 public or private network or e-mail system. Further, at any approved residence where the  
25 defendant is ultimately permitted to reside upon his release from incarceration, including  
26 any Community Corrections Center, the probation officer will verify that there is either no  
27 computer with internet access at that residence, or that the owner of any such computer has  
28 consented to having internet monitoring software installed on such computer.



1           p.     If computer use (to include cellphones capable of accessing the internet) is  
2 authorized in writing by the Supervising Officer, the defendant consents to the installation  
3 of search and/or monitoring software and/or hardware, including unannounced seizure for  
4 the purpose of search, at his own expense. The defendant has no expectation of privacy  
5 regarding computer use or information stored on the computer if monitoring software is  
6 installed and understands and agrees that information gathered by said monitoring software  
7 may be used against him in subsequent court actions regarding his computer use and  
8 conditions of probation. Defendant further agrees that he is fully responsible for all  
9 material, data, images, and information found on his computer at all times.

10           q.     If computer use is authorized in writing by the Supervising Officer,  
11 defendant understands and agrees:

12                   (1)     Use of the computer for any purpose which might further sexual  
13 activity is strictly prohibited. Such use includes, but is not limited to, possession of  
14 sexually explicit material in any form; sexually related chat or email exchange; visiting or  
15 joining chat rooms which contain sexually explicit material; websites that contain nudity  
16 or sexually explicit materials; downloading files, digital images (in any format), text files,  
17 or multi-media material that is sexual in nature; or visiting and/or subscribing to  
18 usergroups, newsgroups, or list services which contain sexual content.

19                   (2)     Defendant shall be prohibited from using any form of encryption,  
20 cryptography, steganography, compression, password-protected files, anonymizing  
21 software, virtual private networks, and/or other methods that might limit access to, or  
22 change the appearance of, data and/or images, without prior written approval from the  
23 Supervising Officer/Designee. If, for work purposes, password protection is required on  
24 any system or files used by defendant, that defendant will provide the password  
25 immediately or upon receipt to Supervising Officer/Designee. The defendant will keep  
26 any and all passwords that have been approved by Supervising Officer/Designee current  
27 and make immediate notifications should any of the passwords change.  
28

(3) Defendant shall be prohibited from altering or destroying records of computer use, or preventing the creation of such records, without the prior written authorization of the Supervising Officer/Designee. This includes, but is not limited to, deleting, or removing browser history data, and the possession of software or items designed to boot into RAM kernels, alter or wipe computer media, defeat forensic software, or block monitoring software. This also includes a prohibition against restoring a computer to a previous state or the reinstallation of operating systems.

(4) Defendant will provide the Supervising Officer/Designee with a current list of all computer and computer-related equipment (to include cellphones) used by him, including backup systems, and will keep this list current.

(5) Defendant shall not utilize, by any means, any social networking or social media forums offering an interactive, user-submitted network of friends; personal profiles; blogs; chat rooms; or other online environments which allow for interaction with others, without prior written permission from the probation officer.

r. Upon release from incarceration, the defendant shall reside and actively participate in a Residential Re-entry Center for up to one year or until discharged by the Supervising Officer. This placement is to facilitate the defendant's transition into the community and to facilitate treatment for sexual deviance.

s. The defendant shall not own, use, or have access to the services of any commercial mail receiving agency, nor shall he open or maintain a post office box without the prior written approval of the Supervising Probation Officer.

## Psychosexual Assessment

17. The defendant agrees to submit to a psychosexual assessment prior to sentencing in this case, pursuant to 18 U.S.C. §3552(b). This assessment shall include but shall not be limited to physiological testing, including a polygraph, as directed by the Probation Department. The assessment shall be performed as determined by Probation, or by such other provider as may be approved of in writing and in advance by the Probation

1 Department, provided that the provider is ATSA-certified, and shall be performed in  
2 accordance with the provider's standards and practice. All reports and information from  
3 this assessment shall be released to the Probation Department. The defendant agrees to  
4 contribute to the cost of this assessment in an amount to be determined by the Probation  
5 Department after the Probation Department has reviewed all financial and other  
6 information obtained in connection with the presentence investigation in this case. The  
7 defendant agrees to continue the sentencing date in this case until such assessment is  
8 performed and the results of such assessment are provided to the Probation Department. A  
9 form of motion and order for the assessment is attached to the plea agreement and will be  
10 filed in court by the government at the time of the entry of the guilty plea in this case.

11  
12 **Waiver of Defenses and Appeal Rights**

13 18. The defendant waives any and all motions, defenses, probable cause  
14 determinations, and objections that which the defendant could assert to the information or  
15 indictment, or to the petition to revoke, or to the Court's entry of judgment against the  
16 defendant and imposition of sentence upon the defendant providing the sentence is  
17 consistent with this agreement. The sentence is in accordance with this agreement if the  
18 sentence imposed is within the stipulated range. The defendant further waives: (1) any right  
19 to appeal the Court's entry of judgment against defendant; (2) any right to appeal the  
20 imposition of sentence upon defendant under 18 U.S.C. § 3742 (sentence appeals); (3) any  
21 right to appeal the district court's refusal to grant a requested variance; (4) any right to  
22 collaterally attack defendant's conviction and sentence under 28 U.S.C. § 2255, or any other  
23 collateral attack; (5) any right to file a motion for modification of sentence, including under  
24 18 U.S.C. § 3583(e)(early termination of supervised release), 18 U.S.C. § 3582(c)(except  
25 for the right to file a compassionate release motion under 18 U.S.C. § 3582(c)(1)(A) and  
26 to appeal the denial of such a motion) and any other challenge to the defendant's conviction  
27 or sentence; and (6) the right to a restitution schedule set by the Court for payment of  
28 restitution during any period of incarceration.. The defendant acknowledges that this

1 waiver shall result in the dismissal of any appeal or collateral attack the defendant might  
2 file challenging his/her conviction or sentence in this case. If the defendant files a notice  
3 of appeal or a habeas petition, notwithstanding this agreement, defendant agrees that this  
4 case shall, upon motion of the government, be remanded to the district court to determine  
5 whether defendant is in breach of this agreement and, if so, to permit the government to  
6 withdraw from the plea agreement. This waiver shall not be construed to bar an otherwise-  
7 preserved claim of ineffective assistance of counsel or of "prosecutorial misconduct" (as  
8 that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

9  
10 **Agreement Regarding Property**

11 19. The defendant agrees to abandon and relinquish any and all right, title and  
12 interest he may have in the following items seized from him on March 13 and 14, 2022:

- 13 a. Predator Helios 300 laptop(S/N:HNQC2AA0071451B2EE3400);  
14 and  
15 b. Samsung cellphone (IMEI: 356333450804526).

16 20. Defendant warrants that he/she is the owner or has an interest in the property  
17 listed above, and knowingly and voluntarily agrees to hold the United States, its agents,  
18 and employees harmless from any claims whatsoever in connection with the seizure or  
19 forfeiture of the above-listed asset[s] covered by this agreement. Defendant knowingly and  
20 voluntarily agrees not to file a claim, pursue any filed claims, to withdraw any filed claims,  
21 and to waive all interest in the assets listed above, in any administrative, civil, or criminal  
22 judicial proceeding, whether state or federal, which may be initiated. Defendant further  
23 agrees to waive his/her right to notice of any forfeiture proceedings involving the assets.

24  
25 **Forfeiture**

26 21. Nothing in this plea agreement shall be construed to protect the defendant  
27 from civil forfeiture proceedings or prohibit the United States from proceeding with and/or  
28

1 initiating an action for civil forfeiture. Further, this agreement does not preclude the United  
2 States from instituting any civil proceedings as may be appropriate now or in the future.

### 3 4 **Reinstitution of Prosecution**

5 22. Nothing in this agreement shall be construed to protect the defendant in any  
6 way from prosecution for perjury, false declaration or false statement, or any other offense  
7 committed by the defendant after the date of this agreement. In addition, if the defendant  
8 commits any criminal offense between the date of this agreement and the date of  
9 sentencing, the government will have the right to withdraw from this agreement. Any  
10 information, statements, documents, and evidence which the defendant provides to the  
11 United States pursuant to this agreement may be used against the defendant in all such  
12 proceedings.

13 If the defendant's guilty plea is rejected, withdrawn, vacated, or reversed by any  
14 court in a later proceeding, the government will be free to prosecute the defendant for all  
15 charges as to which it has knowledge, and any charges that were dismissed because of this  
16 plea agreement will be automatically reinstated. In such event, the defendant waives any  
17 objections, motions, or defenses based upon the Speedy Trial Act or the Sixth Amendment  
18 to the Constitution as to the delay occasioned by the later proceedings. Defendant agrees  
19 that the stipulated sentencing ranges set forth under "Agreements Regarding Sentence" will  
20 not be offered if prosecution is re-instituted.

### 21 22 **Plea Addendum**

23 23. This written plea agreement, and any written addenda filed as attachments to  
24 this plea agreement, contain all the terms and conditions of the plea. Any additional  
25 agreements, if any such agreements exist, shall be recorded in a separate document, and  
26 may be filed with the Court under seal. Accordingly, additional agreements, if any, may  
27 not be in the public record.  
28

1 **Elements of the Offense**

2 24. The elements of the offense are as follows:

3 **Transportation of Child Pornography**

4 1. That the defendant knowingly transported or shipped, in interstate or  
5 foreign commerce, including by computer, images which the defendant knew contained  
6 visual depictions of minors engaged in sexually explicit conduct;

7 2. The visual depictions are of minors; and

8 3. The visual depictions had been either shipped or transported in interstate or  
9 foreign commerce by any means, including a computer.

10  
11 **WAIVER OF DEFENDANT'S RIGHTS AND FACTUAL BASIS**

12 **Waiver of Rights**

13 I have read each of the provisions of the entire plea agreement with the assistance  
14 of counsel and understand its provisions. I have discussed the case and my constitutional  
15 and other rights with my attorney. I understand that by entering my plea of guilty I will be  
16 giving up my right to plead not guilty; to trial by jury; to confront, cross-examine, and  
17 compel the attendance of witnesses; to present evidence in my defense; to remain silent  
18 and refuse to be a witness against myself by asserting my privilege against self-  
19 incrimination; all with the assistance of counsel; to be presumed innocent until proven  
20 guilty beyond a reasonable doubt; and to appeal.

21 I agree to enter my guilty plea as indicated above on the terms and conditions set  
22 forth in this agreement.

23 I have been advised by my attorney of the nature of the charge to which I am entering  
24 my guilty plea. I have been advised by my attorney of the nature and range of the possible  
25 sentence, and that I will not be able to withdraw my guilty plea if I am dissatisfied with the  
26 sentence the court imposes.

27 My guilty plea is not the result of force, threats, assurances or promises other than  
28 the promises contained in this agreement. I agree to the provisions of this agreement as a

1 voluntary act on my part, rather than at the direction of or because of the recommendation  
2 of any other person, and I agree to be bound according to its provisions. I agree that any  
3 Sentencing Guidelines range referred to herein or discussed with my attorney is not binding  
4 on the Court and is merely an estimate.

5 I agree that this written plea agreement contains all the terms and conditions of my  
6 plea and that promises made by anyone (including my attorney) that are not contained  
7 within this written plea agreement are without force and effect and are null and void.

8 I am satisfied that my defense attorney has represented me in a competent manner.

9 I am not now on or under the influence of any drug, medication, liquor, or other  
10 intoxicant or depressant, which would impair my ability to fully understand the terms and  
11 conditions of this plea agreement.

### 12 13 **Factual Basis and Relevant Conduct**

14 I further agree that the following facts accurately describe my conduct in connection  
15 with the offense to which I am pleading guilty and that if this matter were to proceed to  
16 trial the government could prove the elements of the offense beyond a reasonable doubt:

17  
18 Beginning in October 2021 and continuing through March 14, 2022, I,  
19 ADOLFO ABURTO-GONZALEZ, communicated via the internet with  
20 B.T., a 12-year-old girl who lives in Nogales, Mexico. Some of these  
21 communications were video chats which I partially recorded and which  
22 included my asking B.T. to expose her nude body and genitalia for me. On  
23 at least 3 occasions, I traveled from the United States to Nogales, Mexico for  
24 the purpose of engaging in sexual conduct with B.T. I provided gifts and  
25 money to the minor and her parents and engaged in sexual conduct with the  
26 minor. During video chats and in person encounters, I recorded and saved  
27 sexually explicit images of B.T., who I knew to be 12 years old. The files  
28 included, but were not limited to files entitled:

“20220228\_225915.mp4”

“20220309\_234700.mp4”

“Screenshot\_20220303\_231517\_WhatsApp.jpg” and

“Screenshot\_20220301-000105\_WhatsApp.jpg”

On March 13, 2022, I attempted to enter the United States from Nogales,  
Mexico with my Samsung cellphone and Predator laptop computer. Along  
with the above files which were saved on my devices, I also possessed over  
1000 files depicting other children engaging in sexually explicit conduct.  
The files included:

1 “(Pthc) Private Pae 3 – (Mother & Daughter 4Yo).avi”

2 “05.mpg”

3 “My\_family\_incest\_Serie\_2011\_Julia\_8yo\_Lisa\_4yo\_Mike\_7yo\_Lara\_8yo  
hot\_30min.wmv”

4 “Kbaby - Cumfest.wmv”

5 “beauty-cumshot.mpg” and

6 “Surat\_2.avi”

7 The files listed above, as well as other files I downloaded and saved contain  
8 images of actual children who were under the age of 18 at the time the images  
9 were created, engaging in various acts of sexually explicit conduct with  
10 adults, and in some cases, other children or alone. Many of the images and  
11 videos I viewed and possessed depicted sexual abuse of children well under  
12 the age of 12, including toddlers. Some of the files also depicted bondage  
13 and sadistic abuse of pre-pubescent children. The images had been mailed,  
14 shipped, and transported in interstate or foreign commerce and were also  
15 produced using materials that had been mailed and shipped and transported  
16 in interstate and foreign commerce. I knew these images depicted children  
17 engaging in sexually explicit conduct.

18 IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I  
19 AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS  
20 IN THE “FACTUAL BASIS” PARAGRAPH ABOVE ARE TRUE.

21 Sonia L.

22 Fleury

Digitally signed by  
Sonia L. Fleury

Date: 2022.05.10  
14:02:01 -07'00'

23 \_\_\_\_\_  
24 Date

Adolfo Aburto-Gonzalez  
Defendant

### 25 DEFENSE ATTORNEY'S APPROVAL

26 I have discussed this case and the plea agreement with my client in detail and have  
27 advised the defendant of all matters within the scope of Rule 11, Fed. R. Crim. P., the  
28 constitutional and other rights of an accused, the factual basis for and the nature of the  
offense to which the guilty plea will be entered, possible defenses, and the consequences  
of the guilty plea, including the defendant's waiver the right to appeal. No assurances,  
promises, or representations have been given to me or to the defendant by the government  
or by any of its representatives which are not contained in this written agreement. I concur  
in the entry of the plea as indicated above and, on the terms, and conditions set forth in this  
agreement as in the best interests of my client. I agree to make a bona fide effort to ensure



1 that the guilty plea is entered in accordance with all the requirements of Rule 11, Fed. R.  
2 Crim. P.

Sonia L. Fleury  
Digitally signed  
by Sonia L. Fleury  
Date: 2022.05.10  
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3  
4 \_\_\_\_\_  
5 Date

Sonia Fleury, Esq.  
Attorney for Defendant

6  
7 GOVERNMENT'S APPROVAL

8 I have reviewed this matter and the plea agreement. I agree on behalf of the United  
9 States that the terms and conditions set forth are appropriate and are in the best interests of  
10 justice.

11 GARY M. RESTAINO  
12 United States Attorney  
13 District of Arizona

CARIN DURYEE  
Digitally signed  
by CARIN DURYEE  
Date: 2022.05.10  
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14 \_\_\_\_\_  
15 Date

CARIN C. DURYEE  
Assistant U.S. Attorney